

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 6/21/06

Division: County Administrator

Bulk Item: Yes X No

Department: County Administrator

Staff Contact Person: Deb Barsell

AGENDA ITEM WORDING: Approval of the FDOT Litter Control and Prevention Grant Agreement/Keep America Beautiful (KAB) Systems, KAB affiliate yearly fee, authorization for the Mayor or Mayor Pro Tem to execute the contract, and waiver of the County policy requiring contracts to have the venue in Monroe County since this is a State grant.

ITEM BACKGROUND: On 4/19/06, the BOCC approved the expense of up to \$10K to match a FDOT grant and to pay the KAB affiliate annual fee. Upon investigation of the availability of funds, it was learned that \$19,105 FDOT Litter Control and Prevention Grant funds were available if an application could be submitted by 5/25/05 (application attached). The application was submitted and an agreement has been transmitted for BOCC execution in the amount of \$19,105 with a County match requirement of \$19,105; specifically, the match will be met by existing staff that will work on the project (agreement attached). KAB affiliation has increased to \$500 per year, an increase over the \$300 previously approved, and is required by to receive FDOT dollars. The FDOT grant pays for the implementation of eight litter control and prevention activities: participation in the Great American Cleanup, litter prevention community presentations, Adopt-A-Highway promotion, Adopt-A-Shore, KAB award submission, recycling/reuse projects, recyclables collection project, and graffiti abatement. A working advisory board will be needed to work with staff to implement this project on behalf of the BOCC.

PREVIOUS RELEVANT BOCC ACTION: 4/19/06 approval to recertify affiliation with KAB and to submit to FDOT an application for grant funding with a cost to the County of up to \$10K (Agenda Item Summary attached).

CONTRACT/AGREEMENT CHANGES: NA

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$38,800 **BUDGETED:** Yes ☐ No ☒

\$19,105 match (existing staff) + \$500 cash for affiliate fee

COST TO COUNTY: \$19,605 **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No ___ AMOUNT PER MONTH Year

APPROVED BY: County Atty  OMB/Purchasing _____ Risk Management

DIVISION DIRECTOR APPROVAL: _____

Thomas J. Willi, County Administrator

DOCUMENTATION: Included ☒ Not Required

DISPOSITION:	AGENDA ITEM #
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Revised 2/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	<u>FDOT</u>	Contract #	<u> </u>
		Effective Date:	<u>on or before 6/30/06</u>
		Expiration Date:	<u>12/31/06</u>

Contract Purpose/Description:

To establish and implement a Litter Control and Prevention Grant in Monroe County as a County-sponsored certified affiliate system of Keep America Beautiful (KAB). Eight activities are required under the contract: participation in the Great American Cleanup, litter prevention community presentations, Adopt-A-Highway promotion, Adopt-A-Shore, KAB award submission, recycling/reuse projects, recyclables collection project, and graffiti abatement. Match requirement will be fulfilled by project hours provided by current staff. No new match dollars needed.

Contract Manager:	<u>Deb Barsell</u>	<u>4489</u>	<u>1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 6/21/06 Agenda Deadline: 6/6/06

CONTRACT COSTS

Total Dollar Value of Contract: \$		<u>38,300</u>	Current Year Portion: \$		<u>19,150</u>
Budgeted? Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Account Codes:	<u> - - - - -</u>
Grant: \$	<u>19,150</u>				<u> - - - - -</u>
County Match: \$	<u>19,150 + \$500</u>				<u> - - - - -</u>
	KAB annual fee				

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	6/5/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/5/06

Comments: _____

FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR FUNDS COVER SHEET

Applicants control # _____ (FDOT use only)
Applicants FEID# 59-6000749
State Vendor ID # F596000749-011

Applicant Name: Monroe County Board of County Commissioners/Clean Florida Keys

Address: 1100 Simonton Street, Suite 2-205 City: Key West

State Florida Zip 33040

Telephone 305.292.4489 Fax 305.292.4544

Web-Site address www.monroecounty-fl.gov e-mail address barsell-debbie@monroecounty-fl.gov

Contact Person Deb Barsell, Project Manager, Office of the County Administrator

Person responsible for funds Deb Barsell

Program manager is employed by: ☒ local/county govt. ☐ not-for-profit organization

Program manager is a _____ part-time employee ☒ full-time employee. (For local and county Government, indicate whether the program manager devotes part time or full time efforts to the KAB System).

Does the organization have a Board of Directors ☐ NO ☒ YES (enclose current list of board members)?

I have enclosed the following attachments:

- ☒ FDOT PB1 Budget Form
 - ☒ Detailed Work Plan
 - ☒ List of Board of Directors Members
 - ☒ Program Activity Option Form (attachment "A")
 - ☐ NA Proof of registration with the Florida Department of Agriculture as a charitable organization.
 - ☐ NA Proof of registration with the Florida Department of State as a not-for-profit organization.
 - ☒ Proof of registration with the State of Florida Vendor Identification Number.
 - ☐ NA Copies of the 2004/2005 FDOT Grant Expenditure Report and 2005 KAB annual report.
- Email on file at FDOT Keep America Beautiful (KAB) 05/06 Certificate or KAB Letter in good standing (obtain from KAB).

The undersigned has read and fully understands the requirements and conditions for applying and receiving FDOT Litter Prevention Education Program funding, and represents that he/she is duly authorized on behalf of the applicant to act as the authorized representative.



Signature of Authorized Representative
Thomas J. Willli, County Administrator

05/25/2006
Date

FLORIDA DEPARTMENT OF TRANSPORTATION

FORM FDOT PB1 **
PROPOSED BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>	<u>MATCHING FUNDS</u>
Salaries (gross amount)	_____	<u>\$10,532.50</u>
Employer portion FICA	_____	_____
Employer portion unemployment	_____	_____
Employee Benefits	_____	<u>8,617.50</u>
Liability & Other Insurance	_____	_____
Rent	_____	_____
Telephone*	_____	_____
Utilities	_____	_____
Office Equipment*	_____	_____
Office Supplies	_____	_____
Program Supplies	<u>\$19,150.00</u>	_____
Advertising	_____	_____
Printing	_____	_____
Volunteer Recognition	_____	_____
Travel*	_____	_____
Employee Training	_____	_____
Internet access Web-site	_____	_____
Educational Material*	_____	_____
KAB 04/05 Annual Dues	_____	_____
Total FDOT Funds	<u>\$19,150.00</u>	Total Matching <u>\$19,150.00</u>

* see items below. / ** May be modified for local systems

- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers or pagers are not allowed.
- **Office Equipment** – the purchase of computers, computer software, fax machine, copiers and other office equipment with an expected life of 5 years or more may be purchased with FDOT funds. All equipment purchased with FDOT funds will become the property of the FDOT in the event the grantee organization is dissolved. (Please document these purchases and include the invoices in your quarterly reports)
- **Food & Drinks** - State funds cannot be used for the purchase of food or drink items.
- **Travel** – State rates shall be used when available. Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes (see attached).
- **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of the EPS publication "Environmental Education Materials: Guidelines for Excellence" in developing educational material. Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT for approval.
- **Total FDOT Funds requested** – the total amount of FDOT funds requested might not exceed the maximum amount allocated by the department as stated in the proposal guidelines.
- **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in-kind donations, anticipated volunteer hours (\$6.20 per hour value or minimum wage), donation of equipment and other materials. The department encourages additional matching funds where possible. You may use other State or Federal funds as a match, but no other FDOT funds, either directly or indirectly may be used as a match to this program. Cash, in-kind and other matches, must be documented in the required reporting.

Work Plan:

1. Monroe County and its partners will participate in GAC activities in spring 2006.
 - ↳ Waste Management, US Navy, and volunteers will clean the beach and roadway at Geiger Key.
 - ↳ Monroe County will participate in activities that support cleanup activities throughout the Florida Keys.
2. Clean Florida Keys (CFK) will be engaged in litter prevention activities.
 - ↳ CFK will assist with litter prevention marketing and education programs in the community, including public meeting, school visitation, and any other types of litter prevention presentations as needed or required within the County.
3. CFK will promote Adopt-A-Highway.
 - ↳ CFK will assist local FDOT officials by promoting and supporting Adopt-A-Highway program activities in Monroe County.
4. CFK will support Adopt-A-Shore.
 - ↳ CFK will partner with local organization to establish or support a local Adopt-A-Shore program within Monroe County.
5. CFK will support the Keep American Beautiful (KAB) Award program
 - ↳ CFK will develop opportunities within Monroe County for submission to the KAB Award; final details will be included in final report.
6. CFK will support recycling/reuse projects/programs.
 - ↳ CFK will support its partners in promoting recycling/reuse programs and support new projects that will enhance the recycling/reuse throughout Monroe County.
7. CFK will support recyclables collection program.
 - ↳ CFK will support its partners in promoting recyclables collection programming and promoted special projects to enhance collection as needed.
8. CFK will support graffiti abatement.
 - ↳ CFK will support its partners to ensure the continuation and proliferation of graffiti abatement activities within the community.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS – 2006

District 1	Mayor Pro Tem Dixie Spehar	292-3440
500 Whitehead Street	Celeste Bruno, Executive Assistant	292-3440
Key West, FL 33040		
From Middle Keys		289-6054
From Upper Keys		852-7149
Fax machine		292-3466
Email address	boccdis1@MonroeCounty-FL.Gov	
	Term expires: 11/2008	
District 2	County Commissioner George Neugent	292-4512
25 Ships Way	Terri Marble, Executive Assistant	292-4512
Big Pine Key, FL 33043		
Answering machine		872-1678
From Middle Keys		289-6039
From Upper Keys		852-7151
Fax machine		872-9195
Email address	boccdis2@MonroeCounty-FL.Gov	
	Term expires: 11/2006	
District 3	Mayor Charles "Sonny" McCoy	292-3430
530 Whitehead Street	Tammy Malby, Executive Assistant	292-3430
Key West, FL 33040		
From Middle Keys		289-6038
From Upper Keys		852-7152
Fax machine		292-3577
Email address	boccdis3@MonroeCounty-FL.Gov	
	Term expires: 11/2008	
District 4	County Commissioner David P. Rice	289-6000
9400 Overseas Hwy., #210	Tamara Lundstrom, Executive Assistant	289-6000
Marathon Airport Terminal		
Marathon, FL 33050		
From Lower Keys		292-3551
From Upper Keys		852-7153
Fax machine		289-6306
Email address	boccdis4@MonroeCounty-FL.Gov	
	Term expires: 11/2006	
District 5	County Commissioner Glenn Patton	852-7175
Dameron Building, Suite 2	Donna Hanson, Executive Assistant	852-7175
99198 Overseas Highway		
Key Largo, FL 33037		
From Lower Keys		292-3579
From Middle Keys		289-6053
Fax Machine		852-7162
Email address	boccdis5@MonroeCounty-FL.Gov	
	Term expires: 11/2006	
County Administrator	Tom Willi	292-4441
1100 Simonton Street	Debbie Frederick, Deputy Administrator	292-4441
Suite 205	Connie Cyr, Administrator's Aide	
Key West, FL 33040	Abra Campo, Sr. Administrative Assistant	
Fax machine		292-4544
Email address	Willi-Tom@MonroeCounty-FL.Gov	

County's Web Page – www.MonroeCounty-FL.Gov
Area Code is 305 for all numbers above

FLORIDA DEPARTMENT OF TRANSPORTATION
ATTACHMENT "A"
PROGRAM ACTIVITY OPTIONS

Please check all activities that your affiliate will conduct at the local level during the grant period ending December 2006. The applicant must identify a minimum of 3 additional activities, which will be completed during the funding period for a total of 8 activities. Return this completed form with your proposal application. If awarded funds, this document will become a part of the award agreement between the FDOT and the applicant. Already checked 5 activities are required components, and cannot be counted towards the required 3 additional activities. All 8 programs must be conducted within your local communities.

- | | |
|--|---|
| <input checked="" type="checkbox"/> GAC – cleanup (March/April) (required) | <input type="checkbox"/> Florida Coastal Cleanup (Sept/Oct) |
| <input checked="" type="checkbox"/> Litter prevention community presentations (required) | <input type="checkbox"/> Litter prevention education PSA's |
| <input checked="" type="checkbox"/> Adopt-A-Highway promotion (required) | <input type="checkbox"/> Adopt-A-Spot |
| <input checked="" type="checkbox"/> Adopt-A-Shore (required) | <input type="checkbox"/> Adopt-A-Median |
| <input checked="" type="checkbox"/> 06 Keep America Beautiful Award Submission (req.) | <input type="checkbox"/> Local Adopt-A-Street (City) |
| <input type="checkbox"/> Electronic Recycling partnership with SWIX | <input type="checkbox"/> Clean Builders program |
| <input type="checkbox"/> America Recycles Day Activities (November) | <input type="checkbox"/> Litter receptacle placement |
| <input type="checkbox"/> Litter Hotline | <input type="checkbox"/> Christmas tree Recycling (Dec) |
| <input type="checkbox"/> Environmental court | <input type="checkbox"/> Litter ordinance improvements |
| <input type="checkbox"/> Local Litter enforcement programs | <input type="checkbox"/> Waste in Workplace education |
| <input type="checkbox"/> Graffiti Hurts workshops / program implementation | <input checked="" type="checkbox"/> Graffiti abatement |
| <input type="checkbox"/> Litter free events | <input type="checkbox"/> Neighborhood improvement programs |
| <input type="checkbox"/> Community gardens | <input type="checkbox"/> Business / School Recycling |
| <input checked="" type="checkbox"/> Recycling / reuse projects / programs | <input type="checkbox"/> MSW community presentations |
| <input type="checkbox"/> Local Waste exchange | <input type="checkbox"/> Composting |
| <input checked="" type="checkbox"/> Recyclables collection program / special projects | <input type="checkbox"/> "Get a Grip" video presentation |
| <input type="checkbox"/> Close the Loop/Buy Recycled presentations | <input type="checkbox"/> Charge up to Recycle presentations |
| <input type="checkbox"/> Illegal dumping hotline | <input type="checkbox"/> Illegal dumping abatement |
| <input type="checkbox"/> Recycling education | <input type="checkbox"/> Tree planting/reforestation projects |
| <input type="checkbox"/> Marine Debris abatement programs/projects | <input type="checkbox"/> School Programs/Educational Fairs |
| <input type="checkbox"/> Local Adopt-A-Road (County) | <input type="checkbox"/> Other |
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Barsell-Debbie

From: FL Vendor [FLVendor@myfloridamarketplace.com]
Sent: Thursday, May 25, 2006 1:54 PM
To: Barsell-Debbie
Subject: MyFloridaMarketPlace 229928
Attachments: General Vendor Information - Mcbocc 5-2506.doc

Thank you for contacting the MyFloridaMarketPlace Customer Service Center.

Please accept this as verification of a complete Vendor Registration Account in the MyFloridaMarketPlace system. The vendor number for the County Commissioner's account is F596000749-011. Included you will find a copy of the Vendor Summary for your records. The account was completed in July of 2003.

If you need any further assistance, please don't hesitate to contact us. We are always happy to hear from you.

Thank you,

Mary Nell H.
MyFloridaMarketPlace
Phone : 866-352-3776
Fax : 850-414-8192
Email : VendorHelp@MyFloridaMarketPlace.com
BuyerHelp@MyFloridaMarketPlace.com

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5/25/2006



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

DENVER J. STUTLER, JR.
SECRETARY

May 26, 2006

Clean Florida keys
~~Keep Monroe County Beautiful~~
Ms. Deb Barsell
Project Manager
1100 Simonton Street, Suite 2-205
Key West, Florida 33040

Dear Ms. Barsell:

The Florida Legislature has appropriated \$846,000 of state funds in fiscal year 2005-2006 to provide local grants pursuant to Section 401.4131(5), Florida Statutes, to Florida's Certified Keep America Beautiful (KAB) Systems. The Department of Transportation has been directed by the Florida Legislature to contract with Florida's Certified Keep America Beautiful Systems to implement litter control and prevention programs.

Enclosed you will find a copy of the State of Florida Department of Transportation's Contract for Litter Prevention and Education Programs. Presently \$19,150 is available for Program funding with \$9,575 currently authorized to be expended.

Please have the authorized representative/governmental official and their witness sign on the signature page, without dating, and return to this Office by June 23, 2006. Once you have obtained the required original signatures, please make a copy for yourself to keep for your reference. Also, please note that the FDOT grant reporting form coversheet is on page thirteen (13) for your progress reports as stipulated in the agreement. The original signed agreement needs to be mailed back this office no later than fifteen business days from the date on this letter. Once the Department signs and dates this agreement, your contract period will begin. Please call me at 1-800-BAN-LITT(er) or 850-410-5757, if you have any questions. Thank you for your cooperation.

Sincerely,

Stephen E. Liner, SMO Programs Manager
Florida Department of Transportation

Enclosure
SEL/bt



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LITTER CONTROL AND PREVENTION GRANT AGREEMENT
KEEP AMERICA BEAUTIFUL SYTEMS – 05/06**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “DEPARTMENT,” and BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter referred to as “the RECIPIENT,” for Clean Florida Keys, a Certified Keep America Beautiful System.

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Sections 334.044 and 403.4131, Florida Statutes, to enter into this Agreement; and

WHEREAS, state grant funds in the amount of \$846,000 have been appropriated for fiscal year 2005/2006, to provide for local grants pursuant to Section 403.4131(5), Florida Statutes; and

WHEREAS, Section 403.4131(5), Florida Statutes, directs the DEPARTMENT to establish a system of grants for municipalities and counties to implement litter control and prevention programs; and

WHEREAS, in addition to the activities described in Section 403.4131(1), Florida Statutes, such grants shall, at a minimum, be used for litter cleanup, grassroots, educational programs involving litter removal and prevention, and placement of litter and recycling receptacles.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. The RECIPIENT shall furnish the services as described in Exhibit “A,” attached hereto and made a part hereof, hereinafter referred to as the “PROJECT”.
2. The RECIPIENT agrees to undertake the PROJECT in accordance with all applicable federal, state, and local statutes, rules, and regulations.
3. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the RECIPIENT and of the details thereof. The RECIPIENT shall maintain coordination with representatives of the DEPARTMENT.
4. The RECIPIENT shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

5. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:

Florida Department of Transportation
605 Suwannee Street, Mail Station 61
Tallahassee, Florida 32399-0405

TO RECIPIENT:

Board of County Commissioners
of Monroe County
Attn: Clean Florida Keys
1100 Simonton Street, Suite 2-205
Key West, Florida 33040

6. The RECIPIENT shall commence the PROJECT activities subsequent to the execution of this Agreement. All work-performed prior to the execution of the Agreement will not be paid.
7. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
8. The DEPARTMENT'S participation in the estimated cost of the PROJECT is described in Exhibit "A." All costs charged to the PROJECT and grant match shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

The advanced amount shall be paid to the RECIPIENT after execution of this Agreement and within the fiscal year of the project's funding in the DEPARTMENT'S Adopted Work Program as of the date of execution. The RECIPIENT will submit an invoice for the advance. Any unexpended and not accounted for fund, or funds not spent in accordance with the contract, must be returned to the DEPARTMENT within thirty (30) days of the completion/termination of the project.

9. Payments shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(4), Florida Statutes.
10. Bills for fees, other compensation for services, or expenses shall be submitted in detail sufficient for a proper pre audit and post audit thereof.
11. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with Section 112.061, Florida Statutes.
12. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the RECIPIENT'S general accounting records and the project records, together with supporting documents and records of the RECIPIENT and all subcontractors performing work on the project, and all other records of the RECIPIENT and subcontractors considered necessary by the

DEPARTMENT for a proper audit costs.

13. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal, or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
15. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
16. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
17. To the extent allowed by Section 768.28, Florida Statutes, the RECIPIENT hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents, or employees from all suits, actions, claims, demands, or liabilities of any nature whatsoever arising out of any act, error, omission, or negligent act by the RECIPIENT, its officers, agents, employees, contractors/subcontractors, or consultants/sub consultants under the Agreement. Neither the RECIPIENT nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the DEPARTMENT or any of its officers, agents or

employees. The RECIPIENT agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the contracts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

18. The County is a self-insured political subdivision of the State of Florida and shall, during the period of this Agreement, maintain adequate coverage to meet the State’s requirements for general liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. The RECIPIENT is a political subdivision of the State of Florida the officers and fiscal agents thereof are bonded pursuant to State law.
19. The RECIPIENT shall also carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law.
20. The RECIPIENT shall comply with all audit report, monitoring, and state audit and reporting requirements as specified in Attachment C, incorporated and made a part of this Agreement.
21. The RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
22. The RECIPIENT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

The RECIPIENT and the DEPARTMENT agree that the RECIPIENT, its employees and its subcontractors are not agents of the DEPARTMENT as a result of this Agreement.

This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of the Agreement in the event the RECIPIENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the RECIPIENT upon sixty (60) days written notice to the DEPARTMENT. If the Agreement is terminated before performance is completed, the RECIPIENT shall be paid only for that work satisfactorily performed for which costs can be substantiated.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement shall not be construed to grant any third party rights.

In no event shall the making by the DEPARTMENT of any payment to the RECIPIENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist on the part of the RECIPIENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

29. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

31. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

32. Time is of the essence as to each and every obligation under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives, this _____ day of _____, 2006.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

(Name of RECIPIENT)

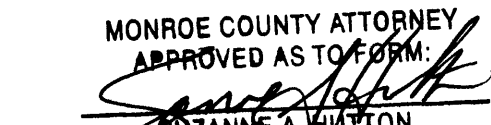
BY: _____
Title: _____
Print Name _____

BY: _____
Assistant Secretary For Engineering & Operations

Witness: _____
Title: _____
Print Name _____

Approval: _____
Comptroller

Legal Review: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 6/05/06

**FLORIDA DEPARTMENT OF TRANSPORTATION
KEEP AMERICA BEAUTIFUL SYSTEMS
LITTER PREVENTION EDUCATION GRANTS PROGRAM
Exhibit "A"**

1.0 SERVICE OBJECTIVE: The RECIPIENT shall assist the Florida Department of Transportation (FDOT) in meeting the objectives of the Statewide Litter Reduction/Prevention Education program and Recycling Education program as provided in Section 403.4131, Florida Statute:

- A. Implementing, administering and promoting the annual Great American Cleanup within the local community.
- B. Implementing, administering and promoting Litter Prevention Education within the local community.
- C. Promoting and securing Adopt-A-Highway participation in the local KABS communities and events.
- D. Implementing, administering and promoting a minimum of four (4) Program Activity Options as specified and agreed upon in Attachment "A".
- E. Maintaining a Web-site as specified.
- F. Supporting the departments litter prevention education programs through the RECIPIENT'S public information, public affairs and volunteer service programs.
- G. Maintain or obtain Keep America Beautiful Certified System status during the agreement period.
- H. Employing a part or full-time program manager during the agreement period.
- I. Functioning as a public/private partnership with a working Board of Directors.
- J. By matching FDOT funds as provided in this agreement, at a 1/1 ratio.

2.0 SERVICE PERIOD: The service shall commence from the FDOT date of execution. This Agreement is subject to cancellation, without penalty, if funds are not appropriated by the Florida Legislature, or otherwise made available to FDOT.

3.0 DESCRIPTION OF SERVICES: The RECIPIENT shall perform the following services:

- 3.1** The Great American Cleanup is an annual event, held each March and April, with the purpose of bringing a coordinated effort towards cleaning up local communities within the state. The RECIPIENT shall be the local community coordinator for this event. The RECIPIENT shall include appropriate inclusion in RECIPIENT'S publications, arrange informational meetings and media releases necessary to increase local participation this annual event.

RECIPIENT shall include the official logo of the FDOT on all material. RECIPIENT shall provide FDOT with a copy of the KAB, Great American Cleanup wrap-up report as part of the reporting requirements.

- 3.2** The RECIPIENT shall conduct Litter Prevention Education workshops/seminars and other educational presentations within the local community. Every effort will be made by the RECIPIENT to utilize already approved and established Keep America Beautiful educational material, as well as environmental education material recommended in the EPA publication, "Environmental Education Materials Guidelines for Excellence". RECIPIENT, when possible, will include the official FDOT logo on all printed educational material. RECIPIENT shall supply FDOT with original copies of all educational material purchased or developed with FDOT funds.
- 3.3** The RECIPIENT shall assist FDOT at the local community level with the State's Adopt-A-Highway education program. The RECIPIENT shall assist FDOT in increasing participation at the local level, and shall include local Adopt-A-Highway participants in Keep American Beautiful systems program activities and mail-outs.
- 3.4** RECIPIENT agrees to conduct / complete all Program Activity Options as contained in "Attachment A". RECIPIENT shall submit a Program Activity Progress Report, on a quarterly basis to FDOT, as part of the reporting requirements.
- 3.5** RECIPIENT shall maintain a Web-site. FDOT funds may be used to create, post to, and maintain said web-site. Said Web-site at a minimum must contain the current:
1. KAB Systems Board of Directors and Executive Committee Members
 2. KAB Systems Executive Director's name and title
 3. KAB Systems street address and mailing address
 4. KAB Systems e-mail address and web-site address
 5. KAB Systems calendar of events
 6. KAB Systems 2004/2005 Annual Report
 7. KAB Systems 05 GAC Report
 8. Governor and Lt. Governor's names
 9. State of Florida official web-site address (www.myflorida.com)
 10. KAB logo may be displayed, and link provided
 11. FDOT logo must be displayed
 12. FDOT State Adopt-A-Highway web link (www.dot.state.fl.us/statemaintenanceoffice) and Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
- 3.6** RECIPIENT shall support FDOT'S litter prevention education programs through the RECIPIENT'S normal network of seminars, speeches, newsletter, educational programs, web sites, conferences, and other communication activities.

- 3.7** The RECIPIENT, during the agreement period, is required to maintain their Keep America Beautiful Certified System status. If the RECIPIENT is declared to be de-certified by Keep America Beautiful, Inc., the RECIPIENT may be subject to immediate cancellation of this Agreement.
- 3.8** The RECIPIENT, during this agreement period, is required to employ a part time or full time program manager. If the RECIPIENT experiences a vacancy in this position, they are required to immediately notify FDOT so as not be found in default. FDOT will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of RECIPIENT to fulfill this Agreement.
- 3.9** The RECIPIENT, during this agreement period, is required to maintain a working Board of Directors. The RECIPIENT shall submit to FDOT a complete listing of the members of the Board of Directors. Said list shall contain the names, addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice President, Secretary, and Treasurer of the organization. The RECIPIENT shall submit copies of the minutes of the Board of Directors meetings to FDOT as part of their required reporting. RECIPIENT shall adhere to the laws of the State of Florida in relation to meeting in the Sunshine.
- 3.10** The RECIPIENT is required to match all FDOT funds awarded under this agreement, at a 1/1 ratio. All matching funds and in-kind donations must be documented and included as a part of the RECIPIENT'S required quarterly reporting. Upon the signing of this Agreement, the RECIPIENT'S submitted Form FDOT PB1, Attachment "B", shall become part of this agreement. Form FDOT PB1 may be amended and approved as necessary by FDOT.
- 3.11** The RECIPIENT may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

4.0 SCHEDULE OF WORK:

- 4.1** Upon signing of this agreement, the RECIPIENT'S submitted Work Plan and Program Activity Options, Attachment "A", shall become a part of this Agreement. The Work Plan and Program Activity Options may be amended and approved as necessary by FDOT.
- 4.2** RECIPIENT shall submit to FDOT for review progress reports of activities within 10 days of the end of each report period as part of their reporting requirements. For the purposes of this Agreement, progress report due dates are: June 30, 2006, September 29, 2006, and December 29, 2006. The Final Report and DOT/KABS Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, the KAB 2006 system's Annual Report, and the summary of projects as provided for in Attachment "A," is due by December 29, 2006. (Please submit your Final DOT/KABS report in a 3 ring binder with an index).

5.0 PRINTING:

- 5.1** No printing for the sole use of FDOT will be done under this Agreement. RECIPIENT shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.
- 5.2** All purchases of printing in excess of \$1000 require a minimum of three written bids. RECIPIENT shall use reasonable efforts to include at least one bid from a MBE RECIPIENT. The RECIPIENT shall retain documentation of competitive bids.
- 5.3** All printed materials produced under this agreement with the use of FDOT funds, in full or part, shall contain the following language in no less than a 10pt font. ***“The printing of this material has been made possible through funds provided by the Florida Department of Transportation”***. All material printed with the use of FDOT funds shall display the official FDOT logo.

6.0 COMPENSATION:

- 6.1** The total compensation for this service shall not exceed \$ 19,150. Currently only \$9575 to be paid in advance is available for services under this agreement. The RECIPIENT shall not perform services in excess of the currently available amount until advised in writing by the Department that remaining funds have been made available and encumbered. The remaining funds will become available for advancement upon encumbrance. Bills for travel expenses specifically authorized by this agreement shall be submitted and paid in accordance with Section 11.061, Florida Statutes. Approved costs incurred by the RECIPIENT during the contract period shall be in accordance with the following:
- a) All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with RECIPIENT’S expended time toward completion of each project.
 - b) RECIPIENT shall provide hourly rates for each project. RECIPIENT’S hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$20.00 per hour shall be considered the maximum allowable hourly rate.
 - c) The cost of services rendered or materials produced by organizations not a part of the RECIPIENTS’S organization, (out of house expenditures) shall be at actual cost.
 - d) All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.

- e) The RECIPIENT shall submit FDOT's Request for Reimbursement Form (FDOT R4R) to the address indicated on the form at the end of each quarter. The request shall include the following support documentation:

1. paid invoices for purchases of all services
2. paid invoices for outside or out of house expenditures
3. receipts for other direct costs
4. copies of cancelled checks

6.2 The FDOT Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

7.0 INELIGIBLE EXPENDITURES / ACTIVITIES

7.1 Purchase, lease or other costs associated with personal cell phones, pagers, beepers and personal e-mail addresses are not an acceptable expenditure under this agreement.

7.2 No funds received pursuant to this agreement may be expended for lobbying the legislature, the judicial branch or a state agency. This agreement shall not be construed to grant any third party rights.

7.3 No funds will be used for construction projects.

7.4 FDOT funds may not be used to cover in part or full, costs direct or indirect, of fundraising activities or fundraising events.

7.5 No reimbursement will be made for partial per diem for non-overnight travel.

7.6 No reimbursement will be made for tips, gratuities, alcohol, valet parking, or any purchases not directly related to the purpose of the travel.

7.7 No reimbursement will be made for food or drink items.

8.0 RECORDS AND AUDITS:

The RECIPIENT shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this agreement for a period of three (3) years from the date of final payment, or until all audit matters, litigation or claims have been resolved.

FDOT and the Florida State Auditor shall have reasonable access to the records described in the preceding paragraph during regular business hours during the service period and for the period set forth in the preceding paragraph for the purpose of making audits, examinations, excerpts and transcripts.

9.0 DISPUTES:

The RECIPIENT shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the contract work.

10.0 INDEMNIFICATION:

The RECIPIENT shall save harmless FDOT from all claims and liability due to activities of itself, its agents or employees performed under this Agreement and which result from negligence, recklessness, or intentional wrongful misconduct of the RECIPIENT, or any person employed by the RECIPIENT. The RECIPIENT shall also save and hold harmless FDOT from any and all expenses, including attorney fees, which might be incurred by FDOT in litigation or otherwise resisting said claim or liability which might be imposed on FDOT as the result of such activities by the RECIPIENT, its agents, or employees.

11.0 CANCELLATION:

FDOT may cancel this agreement at any time before the date of completion. FDOT will provide a minimum of 30 days written notice prior to the effective date of cancellation and will specify the effective date of cancellation and reason(s) for cancellation. Upon cancellation of this Agreement, whether for cause or convenience, all finished or unfinished documents, data, reports, models, photographs, scripts, plans, programs, etc., prepared by the RECIPIENT utilizing FDOT funds shall become the property of FDOT.

12.0 SUCCESSORS AND ASSIGNS:

The RECIPIENT binds the company, self, successors, assigns, executors, and administrators in respect to all covenants of this Agreement. The RECIPIENT shall not assign, sublet, or transfer his interest in this agreement without the written consent of the FDOT. The RECIPIENT shall comply with all federal, state, and local laws and ordinances, applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement. The RECIPIENT and FDOT agree that the RECIPIENT, its employees, and sub-contractors are not agents of FDOT as a result of this Agreement.

FDOT GRANT REPORTING FORM

Dates _____ through _____ (_____ Period)

RECIPIENT Name: Monroe County Board of County Commissioners for Clean Florida Keys, a Certified KAB System

Grant Amount: \$ _____

*Budget Category	Approved Total Annual Expenditure	Amount Used All Prior Quarters	Amount Used This Quarter	Remaining Balance
Salaries				
Office Supplies/Rent				
Telephone				
Postage				
Printing				
Program Materials				
Travel/Meetings				
Office Equipment**				
Column Total				

* Budget categories may be modified to accommodate the local KABS budgets.

** Please note property purchased with FDOT funds on separate paper.

Authorized/Submitted by: _____ Date: _____

Approved by: _____ Date: _____

LOCAL PROGRAM ACTIVITIES:

Total number of Adopt-A-Shore Groups to date: _____

Total number of groups* conducting litter cleanups: _____

Total number of volunteer* hours for litter removal: _____

Total pounds of litter*collected: _____

Total number of volunteer* hours for other activities: _____

**inclusive of all pickup activities for your organization*

Total dollar amount of cost benefits in local community:

Volunteer dollar benefit: _____ hours x \$6.20 = \$ _____

Litter dollar benefit: _____ pounds divided by 2,000 = _____ tons

_____ Tons x tipping fee of \$ _____ per ton = \$ _____

Total cost benefits: (grant award match requires supporting documentation)

Volunteer Hours: \$ _____

Litter dollars: \$ _____

In-Kind dollars \$ _____

Cash contributions \$ _____

Other cash funding \$ _____

Total cost benefits \$ _____ (for this quarter)

Total cost benefits \$ _____ (all quarters to date)

Date: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

FORM FDOT PB1 ** PROPOSED BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>	<u>MATCHING FUNDS</u>
Salaries (gross amount)	_____	<u>\$10,532.50</u>
Employer portion FICA	_____	_____
Employer portion unemployment	_____	_____
Employee Benefits	_____	<u>8,617.50</u>
Liability & Other Insurance	_____	_____
Rent	_____	_____
Telephone*	_____	_____
Utilities	_____	_____
Office Equipment*	_____	_____
Office Supplies	_____	_____
Program Supplies	<u>\$19,150.00</u>	_____
Advertising	_____	_____
Printing	_____	_____
Volunteer Recognition	_____	_____
Travel*	_____	_____
Employee Training	_____	_____
Internet access Web-site	_____	_____
Educational Material*	_____	_____
KAB 04/05 Annual Dues	_____	_____
Total FDOT Funds	<u>\$19,150.00</u>	Total Matching <u>\$19,150.00</u>

* see items below. / ** May be modified for local systems

- Telephone – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers or pagers are not allowed.
- Office Equipment – the purchase of computers, computer software, fax machine, copiers and other office equipment with an expected life of 5 years or more may be purchased with FDOT funds. All equipment purchased with FDOT funds will become the property of the FDOT in the event the grantee organization is dissolved. (Please document these purchases and include the invoices in your quarterly reports)
- Food & Drinks - State funds cannot be used for the purchase of food or drink items.
- Travel – State rates shall be used when available. Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes (see attached).
- Educational Material – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of the EPS publication "Environmental Education Materials: Guidelines for Excellence" in developing educational material. Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT for approval.
- Total FDOT Funds requested – the total amount of FDOT funds requested might not exceed the maximum amount allocated by the department as stated in the proposal guidelines.
- Total Matching – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in-kind donations, anticipated volunteer hours (\$6.20 per hour value or minimum wage), donation of equipment and other materials. The department encourages additional matching funds where possible. You may use other State or Federal funds as a match, but no other FDOT funds, either directly or indirectly may be used as a match to this program. Cash, In-kind and other matches, must be documented in the required reporting.

FLORIDA DEPARTMENT OF TRANSPORTATION
ATTACHMENT "A"
PROGRAM ACTIVITY OPTIONS

Please check all activities that your affiliate will conduct at the local level during the grant period ending December 2006. The applicant must identify a minimum of 3 additional activities, which will be completed during the funding period for a total of 8 activities. Return this completed form with your proposal application. If awarded funds, this document will become a part of the award agreement between the FDOT and the applicant. Already checked 5 activities are required components, and cannot be counted towards the required 3 additional activities. All 8 programs must be conducted within your local communities.

- | | |
|---|---|
| <input checked="" type="checkbox"/> GAC – cleanup (March/April) (required) | <input type="checkbox"/> Florida Coastal Cleanup (Sept/Oct) |
| <input checked="" type="checkbox"/> Litter prevention community presentations (required) | <input type="checkbox"/> Litter prevention education PSA's |
| <input checked="" type="checkbox"/> Adopt-A-Highway promotion (required) | <input type="checkbox"/> Adopt-A-Spot |
| <input checked="" type="checkbox"/> Adopt-A-Shore (required) | <input type="checkbox"/> Adopt-A-Median |
| <input checked="" type="checkbox"/> 06 Keep America Beautiful Award Submission (req.) | <input type="checkbox"/> Local Adopt-A-Street (City) |
| <input type="checkbox"/> Electronic Recycling partnership with SWIX | <input type="checkbox"/> Clean Builders program |
| <input type="checkbox"/> America Recycles Day Activities (November) | <input type="checkbox"/> Litter receptacle placement |
| <input type="checkbox"/> Litter Hotline | <input type="checkbox"/> Christmas tree Recycling (Dec) |
| <input type="checkbox"/> Environmental court | <input type="checkbox"/> Litter ordinance improvements |
| <input type="checkbox"/> Local Litter enforcement programs | <input type="checkbox"/> Waste in Workplace education |
| <input type="checkbox"/> Graffiti Hurts workshops / program implementation | <input checked="" type="checkbox"/> Graffiti abatement |
| <input type="checkbox"/> Litter free events | <input type="checkbox"/> Neighborhood improvement programs |
| <input type="checkbox"/> Community gardens | <input type="checkbox"/> Business / School Recycling |
| <input checked="" type="checkbox"/> Recycling / reuse projects / programs | <input type="checkbox"/> MSW community presentations |
| <input type="checkbox"/> Local Waste exchange | <input type="checkbox"/> Composting |
| <input checked="" type="checkbox"/> Recyclables collection program / special projects | <input type="checkbox"/> "Get a Grip" video presentation |
| <input type="checkbox"/> Close the Loop/Buy Recycled presentations | <input type="checkbox"/> Charge up to Recycle presentations |
| <input type="checkbox"/> Illegal dumping hotline | <input type="checkbox"/> Illegal dumping abatement |
| <input type="checkbox"/> Recycling education | <input type="checkbox"/> Tree planting/reforestation projects |
| <input type="checkbox"/> Marine Debris abatement programs/projects | <input type="checkbox"/> School Programs/Educational Fairs |
| <input type="checkbox"/> Local Adopt-A-Road (County) | <input type="checkbox"/> Other |
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ATTACHMENT - "C"
PROJECT AUDIT REQUIREMENTS

Financial Project No. _____
Contract No. _____

Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year from all sources including Federal resources received from the Department, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133. Federal resources awarded through the Department by this Agreement are shown below. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by OMB Circular A-133. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133 will meet the requirements of this Section.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance from all state agencies and nonstate entities equal to or in excess of \$500,000 in any fiscal year of the recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, the applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State financial assistance awarded through the Department by this Agreement are shown in Exhibit D. State financial

assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with OM Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

FEDERAL RESOURCES AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE RESOURCES AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

MATCHING RESOURCES FOR STATE PROJECTS:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

Part V Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Part VI Other Requirements: If an audit discloses any significant audit findings relating to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

Part VII Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 19, 2006

Division: Comm. Dixie M. Spehar

Bulk Item: Yes ☐ No ☒

Department: BOCC1

Staff Contact Person: Jana Johnson-Willi

AGENDA ITEM WORDING: Discussion and approval to recertify affiliation with *Keep America Beautiful*, a National nonprofit public education organization dedicated, since 1953, to engaging individuals to take greater responsibility for improving their local community environments.

ITEM BACKGROUND: The prior affiliate, *Clean Florida Keys* is now defunct. That Board has indicated to the past Executive Director, Liz Holloway, a former County employee, that they are not interested in continuing. The desire is to now shift to a County-sponsored program engaging all local governments, private business, civic associations, homeowner associations and non-profit organizations in a campaign of litter prevention, beautification and community improvement and waste reduction. A *Keep America Beautiful* clean-up will be scheduled annually and run by the county with the help of volunteers. Other programs and events could be scheduled throughout the year.

Because *Clean Florida Keys* was the original local affiliate, and has not been "decertified" by *Keep America Beautiful*, Monroe County can now recertify and rename the organization for a fee of \$300. This is a yearly network service fee. The cost to become a new affiliate would be approximately \$4,000, which is based on population (80,000 estimate). Recertifying the present affiliate and renaming at a later date will result in a savings of \$3,700.

Grants are available from FDOT yearly through *Keep America Beautiful* for tools such as garbage bags, gloves, t-shirts, water, etc. An extension has been granted to the county for submittal to FDOT for grant funding of approximately \$9,575 for fiscal year 2005 - 2006.

PREVIOUS RELEVANT BOCC ACTION:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: up to \$10,000

BUDGETED: Yes ☐ No ☒

COST TO COUNTY: up to \$10,000

SOURCE OF FUNDS: 780

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER MONTH** - **Year** -

APPROVED BY: County Atty ☐ OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL: Dixie M. Spehar
Dixie M. Spehar, Commissioner

DOCUMENTATION: Included ☒ -more to follow Not Required ☐

DISPOSITION: _____ **AGENDA ITEM #** _____